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9 Attorneys for Plaintiff
UNITED STATES OF AMERICA
10

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 RYAN SCOTT BRADFORD,

17 Defendant.
18

No. CR 23-00397(A)-JLS

PLEA AGREEMENT FOR DEFENDANT RYAN
SCOTT BRADFORD

19 1. This constitutes the plea agreement between RYAN SCOTT
20 BRADFORD ("defendant") and the United States Attorney's Office for
21 the Central District of California (the "USAO") in the above-
22 captioned case. This agreement is limited to the USAO and cannot
23 bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to counts three and

1 four of the superseding indictment in United States v. Bradford, CR
2 No. 23-00397(A)-JLS, which charges defendant with Felon in Possession
3 of Ammunition in violation of 18 U.S.C. § 922(g)(1); and Possession
4 of Machineguns in violation of 18 U.S.C. § 922(o)(1).

5 b. Not contest facts agreed to in this agreement.

6 c. To recommend a sentence within the guideline range
7 calculated by defendant.

8 d. Abide by all agreements regarding sentencing contained
9 in this agreement.

10 e. Appear for all court appearances, surrender as ordered
11 for service of sentence, obey all conditions of any bond, and obey
12 any other ongoing court order in this matter.

13 f. Not commit any crime; however, offenses that would be
14 excluded for sentencing purposes under United States Sentencing
15 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
16 within the scope of this agreement.

17 g. Be truthful at all times with the United States
18 Probation and Pretrial Services Office and the Court.

19 h. Pay the applicable special assessments at or before
20 the time of sentencing unless defendant has demonstrated a lack of
21 ability to pay such assessments.

22 THE USAO'S OBLIGATIONS

23 3. The USAO agrees to:

24 a. Not contest facts agreed to in this agreement.

25 b. Abide by all agreements regarding sentencing contained
26 in this agreement.

27 c. To recommend a sentence within the guideline range
28 calculated by the government.

1 d. At the time of sentencing, move to dismiss the
2 remaining counts of the indictment as against defendant. Defendant
3 agrees, however, that at the time of sentencing the Court may
4 consider any dismissed charges in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed.

7 e. At the time of sentencing, provided that defendant
8 demonstrates an acceptance of responsibility for the offenses up to
9 and including the time of sentencing, recommend a two-level reduction
10 in the applicable Sentencing Guidelines offense level, pursuant to
11 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
12 additional one-level reduction if available under that section.

13 4. Defendant further agrees:

14 a. To forfeit all right, title, and interest in and to
15 any and all monies, properties, and/or assets of any kind, derived
16 from or acquired as a result of, or used to facilitate the commission
17 of, or involved in the illegal activity to which defendant is
18 pleading guilty, specifically including, but not limited to, the
19 following:

20 i. 76 rounds of Winchester 9 mm caliber
21 ammunition;

22 ii. 33 rounds of Lake City Army Ammunition Plant
23 5.56 mm caliber ammunition;

24 iii. Seven rounds of Barnaul 7.62 x 39 mm caliber
25 ammunition; and

26 iv. One 3D-printed grey pistol lower receiver;

27 v. Two machinegun conversion devices for a
28 semiautomatic AR-15 type firearm;

1 vi. Four "chip" style machinegun conversion
2 devices for a Glock-type firearm; and

3 vii. Two "switch" style machinegun conversion
4 devices for a Glock-type firearm (collectively, the "Forfeitable
5 Property").

6 b. To the Court's entry of an order of forfeiture at or
7 before sentencing with respect to the Forfeitable Property and to the
8 forfeiture of the assets.

9 c. That the Preliminary Order of Forfeiture shall become
10 final as to the defendant upon entry.

11 d. To take whatever steps are necessary to pass to the
12 United States clear title to the Forfeitable Property, including,
13 without limitation, the execution of a consent decree of forfeiture
14 and the completing of any other legal documents required for the
15 transfer of title to the United States.

16 e. Not to contest any administrative forfeiture
17 proceedings or civil judicial proceedings commenced against the
18 Forfeitable Property. If defendant submitted a claim and/or petition
19 for remission for all or part of the Forfeitable Property on behalf
20 of him or any other individual or entity, defendant shall and hereby
21 does withdraw any such claims or petitions, and further agrees to
22 waive any right he may have to seek remission or mitigation of the
23 forfeiture of the Forfeitable Property. Defendant further waives any
24 and all notice requirements of 18 U.S.C. § 983(a)(1)(A) and/or
25 requirements on the Government to commence forfeiture actions
26 pursuant to 18 U.S.C. § 924(d)(1).

27 f. Not to assist any other individual in any effort
28 falsely to contest the forfeiture of the Forfeitable Property.

1 g. Not to claim that reasonable cause to seize the
2 Forfeitable Property was lacking.

3 h. To prevent the transfer, sale, destruction, or loss of
4 the Forfeitable Property to the extent defendant has the ability to
5 do so.

6 i. That forfeiture of Forfeitable Property shall not be
7 counted toward satisfaction of any special assessment, fine,
8 restitution, costs, or other penalty the Court may impose.

9 j. With respect to any criminal forfeiture ordered as a
10 result of this plea agreement, defendant waives: (1) the requirements
11 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
12 notice of the forfeiture in the charging instrument, announcements of
13 the forfeiture at sentencing, and incorporation of the forfeiture in
14 the judgment; (2) all constitutional and statutory challenges to the
15 forfeiture (including by direct appeal, habeas corpus or any other
16 means); and (3) all constitutional, legal, and equitable defenses to
17 the forfeiture of the Forfeitable Property in any proceeding on any
18 grounds including, without limitation, that the forfeiture
19 constitutes an excessive fine or punishment. Defendant acknowledges
20 that the forfeiture of the Forfeitable Property is part of the
21 sentence that may be imposed in this case and waives any failure by
22 the Court to advise defendant of this, pursuant to Federal Rule of
23 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
24 defendant's guilty pleas.

25 k. To the abandonment to the United States of any
26 interest of the defendant in the following property, seized by law
27 enforcement on or about July 27, 2023:
28

1 i. One 3D printer emblazoned with Nazi swastika
2 images;

3 ii. One 3D printer with a "Mr. Horsepower" woodpecker
4 image;

5 iii. One set of body armor with SS bolts;

6 iv. At least eleven jars or bottles containing
7 explosives components, namely sulfuric acid, nickel, ammonium
8 nitrate, ammonium phosphate, iron oxide, sodium bicarbonate,
9 isopropyl alcohol, acetone, and aluminum; and

10 v. Multiple 3D-printed firearm components, including
11 magazines (the "Seized Property").

12 1. That he is the sole owner of the Seized Property and
13 that no other person or entity has an interest in the Seized
14 Property.

15 m. To complete any legal documents (including, but not
16 limited to, an ATF Form 3400.1 - Abandonment) required for the
17 transfer of title of the Seized Property to the United States.

18 NATURE OF THE OFFENSES

19 5. Defendant understands that for defendant to be guilty of
20 the crime charged in count three, that is, felon in possession of
21 ammunition, in violation of Title 18, United States Code, Section
22 922(g)(1), the following must be true: (1) the defendant knowingly
23 possessed ammunition; (2) the ammunition had been transported from
24 one state to another or between a foreign nation and the United
25 States; (3) at the time the defendant possessed the ammunition, the
26 defendant had been convicted of a crime punishable by imprisonment
27 for a term exceeding one year; and (4) at the time the defendant
28

1 possessed the ammunition, the defendant knew he had been convicted of
2 a crime punishable by imprisonment for a term exceeding one year.

3 6. Defendant understands that for defendant to be guilty of
4 the crime charged in count four, that is, possession of machineguns,
5 in violation of Title 18, United States Code, Section 922(o)(1), the
6 following must be true: (1) the defendant knowingly possessed
7 machineguns; and (2) the defendant knew they were machineguns or was
8 aware of the firearms' essential characteristics that made them
9 "machineguns" as defined. The term "machinegun" means any weapon
10 which shoots, is designed to shoot, or can be readily restored to
11 shoot, automatically more than one shot, without manual reloading, by
12 a single function of the trigger. The term also includes the frame
13 or receiver of any such weapon, any part designed and intended solely
14 and exclusively, or combination of parts designed and intended, for
15 use in converting a weapon into a machinegun, and any combination of
16 parts from which a machinegun can be assembled if such parts are in
17 the possession or under the control of a person.

18 PENALTIES

19 7. Defendant understands that the statutory maximum sentence
20 that the Court can impose for a violation of Title 18, United States
21 Code, Section 922(g)(1), is: 10 years imprisonment; a 3-year period
22 of supervised release; a fine of \$10,000 or twice the gross gain or
23 gross loss resulting from the offense, whichever is greatest; and a
24 mandatory special assessment of \$100.

25 8. Defendant understands that the statutory maximum sentence
26 that the Court can impose for a violation of Title 18, United States
27 Code, Section 922(o)(1), is: 10 years imprisonment; a 3-year period
28 of supervised release; a fine of \$10,000 or twice the gross gain or

1 gross loss resulting from the offense, whichever is greatest; and a
2 mandatory special assessment of \$100.

3 9. Defendant understands, therefore, that the total maximum
4 sentence for all offenses to which defendant is pleading guilty is:
5 20 years imprisonment; a 3-year period of supervised release; a fine
6 of \$20,000 or twice the gross gain or gross loss resulting from the
7 offense, whichever is greatest; and a mandatory special assessment of
8 \$200.

9 10. Defendant understands that supervised release is a period
10 of time following imprisonment during which defendant will be subject
11 to various restrictions and requirements. Defendant understands that
12 if defendant violates one or more of the conditions of any supervised
13 release imposed, defendant may be returned to prison for all or part
14 of the term of supervised release authorized by statute for the
15 offense that resulted in the term of supervised release, which could
16 result in defendant serving a total term of imprisonment greater than
17 the statutory maximum stated above.

18 11. Defendant understands that, by pleading guilty, defendant
19 may be giving up valuable government benefits and valuable civic
20 rights, such as the right to vote, the right to possess a firearm,
21 the right to hold office, and the right to serve on a jury. Defendant
22 understands that he is pleading guilty to a felony and that it is a
23 federal crime for a convicted felon to possess a firearm or
24 ammunition. Defendant understands that the conviction in this case
25 may also subject defendant to various other collateral consequences,
26 including but not limited to revocation of probation, parole, or
27 supervised release in another case and suspension or revocation of a
28 professional license. Defendant understands that unanticipated

1 collateral consequences will not serve as grounds to withdraw
2 defendant's guilty pleas.

3 12. Defendant and his counsel have discussed the fact that, and
4 defendant understands that, if defendant is not a United States
5 citizen, the convictions in this case makes it practically inevitable
6 and a virtual certainty that defendant will be removed or deported
7 from the United States. Defendant may also be denied United States
8 citizenship and admission to the United States in the future.
9 Defendant understands that while there may be arguments that
10 defendant can raise in immigration proceedings to avoid or delay
11 removal, removal is presumptively mandatory and a virtual certainty
12 in this case. Defendant further understands that removal and
13 immigration consequences are the subject of a separate proceeding and
14 that no one, including his attorney or the Court, can predict to an
15 absolute certainty the effect of his convictions on his immigration
16 status. Defendant nevertheless affirms that he wants to plead guilty
17 regardless of any immigration consequences that his pleas may entail,
18 even if the consequence is automatic removal from the United States.

19 FACTUAL BASIS

20 13. Defendant admits that defendant is, in fact, guilty of the
21 offenses to which defendant is agreeing to plead guilty. Defendant
22 and the USAO agree to the statement of facts provided below and agree
23 that this statement of facts is sufficient to support pleas of guilty
24 to the charges described in this agreement but is not meant to be a
25 complete recitation of all facts relevant to the underlying criminal
26 conduct or all facts known to either party that relate to that
27 conduct.

1 On July 27, 2023, in his residence in Los Angeles County,
2 California, within the Central District of California, defendant
3 possessed: (1) 76 rounds of 9mm caliber ammunition with headstamp
4 "WIN"; (2) 21 rounds of 5.56 caliber ammunition with headstamp "LC
5 15"; (3) 9 rounds of 5.56 caliber ammunition with headstamp "LC 15"
6 and a NATO cross; (4) 3 rounds of 5.56 caliber ammunition with
7 headstamp "LC 16" and a NATO cross; and (5) 7 rounds of 7.62x39
8 caliber ammunition. All of the ammunition was manufactured outside
9 of the state of California. Defendant possessed the ammunition after
10 having been convicted of burglary, in violation of California Penal
11 Code Section 459, in the Superior Court for the State of California,
12 County of Los Angeles, Case Number LASPA07300001, on or about October
13 30, 2012.

14 On the same date, defendant also possessed in his residence: (1)
15 2 machinegun conversion devices for a semiautomatic AR15-type
16 firearm; (2) 4 "chip" style machinegun conversion devices for a
17 Glock-type firearm; and (3) 2 "switch" style machinegun conversion
18 devices for a Glock-type firearm. Defendant knew that each of these
19 items was a machinegun. Defendant admits that each of these items
20 were designed and intended for use in converting a weapon into a
21 machinegun, and agrees that, as such, each of these items constitutes
22 a "machine gun" under applicable law.

23 SENTENCING FACTORS

24 14. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have
2 any expectation of receiving a sentence within the calculated
3 Sentencing Guidelines range, and that after considering the
4 Sentencing Guidelines and the other § 3553(a) factors, the Court will
5 be free to exercise its discretion to impose any sentence it finds
6 appropriate up to the maximum set by statute for the crimes of
7 conviction.

8 15. Except as set forth in paragraphs 2(c), 3(c), and 3(e)
9 above, defendant and the USAO have no agreement as to the appropriate
10 sentence or the applicable Sentencing Guidelines factors. Except as
11 set forth in paragraphs 2(c), 3(c), and 3(e), both parties reserve
12 the right to seek any sentence within the statutory maximum, and to
13 argue for any criminal history score and category, base offense
14 level, specific offense characteristics, adjustments, departures, and
15 variances.

16 16. Defendant understands that there is no agreement as to
17 defendant's criminal history or criminal history category.

18 WAIVER OF CONSTITUTIONAL RIGHTS

19 17. Defendant understands that by pleading guilty, defendant
20 gives up the following rights:

- 21 a. The right to persist in a plea of not guilty.
- 22 b. The right to a speedy and public trial by jury.
- 23 c. The right to be represented by counsel -- and if
24 necessary have the Court appoint counsel -- at trial. Defendant
25 understands, however, that, defendant retains the right to be
26 represented by counsel -- and if necessary have the Court appoint
27 counsel -- at every other stage of the proceeding.

1 d. The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 18. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty pleas were involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's convictions on the offenses to which defendant is
20 pleading guilty. Defendant understands that this waiver includes,
21 but is not limited to, arguments that the statutes to which defendant
22 is pleading guilty are unconstitutional, and any and all claims that
23 the statement of facts provided herein is insufficient to support
24 defendant's pleas of guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 19. Defendant agrees that, provided the Court imposes a total
27 term of imprisonment on all counts of conviction of no more than 63
28 months' imprisonment, defendant gives up the right to appeal all of

1 the following: (a) the procedures and calculations used to determine
2 and impose any portion of the sentence; (b) the term of imprisonment
3 imposed by the Court; (c) the fine imposed by the Court, provided it
4 is within the statutory maximum; (d) to the extent permitted by law,
5 the constitutionality or legality of defendant's sentence, provided
6 it is within the statutory maximum; (e) the term of probation or
7 supervised release imposed by the Court, provided it is within the
8 statutory maximum; and (f) any of the following conditions of
9 probation or supervised release imposed by the Court: the conditions
10 set forth in Second Amended General Order 20-04 of this Court; the
11 drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and
12 3583(d); and the alcohol and drug use conditions authorized by 18
13 U.S.C. § 3563(b)(7).

14 20. Defendant also gives up any right to bring a post-
15 conviction collateral attack on the convictions or sentence, except a
16 post-conviction collateral attack based on a claim of ineffective
17 assistance of counsel, a claim of newly discovered evidence, or an
18 explicitly retroactive change in the applicable Sentencing
19 Guidelines, sentencing statutes, or statutes of conviction.
20 Defendant understands that this waiver includes, but is not limited
21 to, arguments that the statutes to which defendant is pleading guilty
22 are unconstitutional, and any and all claims that the statement of
23 facts provided herein is insufficient to support defendant's pleas of
24 guilty.

25 21. The USAO agrees that, provided all portions of the sentence
26 are at or below the statutory maximum specified above, the USAO gives
27 up its right to appeal any portion of the sentence.
28

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

2 22. Defendant agrees that if, after entering guilty pleas
3 pursuant to this agreement, defendant seeks to withdraw and succeeds
4 in withdrawing defendant's guilty pleas on any basis other than a
5 claim and finding that entry into this plea agreement was
6 involuntary, then (a) the USAO will be relieved of all of its
7 obligations under this agreement; and (b) should the USAO choose to
8 pursue any charge that was either dismissed or not filed as a result
9 of this agreement, then (i) any applicable statute of limitations
10 will be tolled between the date of defendant's signing of this
11 agreement and the filing commencing any such action; and
12 (ii) defendant waives and gives up all defenses based on the statute
13 of limitations, any claim of pre-indictment delay, or any speedy
14 trial claim with respect to any such action, except to the extent
15 that such defenses existed as of the date of defendant's signing this
16 agreement.

17 EFFECTIVE DATE OF AGREEMENT

18 23. This agreement is effective upon signature and execution of
19 all required certifications by defendant, defendant's counsel, and an
20 Assistant United States Attorney.

21 BREACH OF AGREEMENT

22 24. Defendant agrees that if defendant, at any time after the
23 signature of this agreement and execution of all required
24 certifications by defendant, defendant's counsel, and an Assistant
25 United States Attorney, knowingly violates or fails to perform any of
26 defendant's obligations under this agreement ("a breach"), the USAO
27 may declare this agreement breached. All of defendant's obligations
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have
2 cured a breach without the express agreement of the USAO in writing.
3 If the USAO declares this agreement breached, and the Court finds
4 such a breach to have occurred, then: (a) if defendant has previously
5 entered guilty pleas pursuant to this agreement, defendant will not
6 be able to withdraw the guilty pleas, and (b) the USAO will be
7 relieved of all its obligations under this agreement.

8 25. Following the Court's finding of a knowing breach of this
9 agreement by defendant, should the USAO choose to pursue any charge
10 that was either dismissed or not filed as a result of this agreement,
11 then:

12 a. Defendant agrees that any applicable statute of
13 limitations is tolled between the date of defendant's signing of this
14 agreement and the filing commencing any such action.

15 b. Defendant waives and gives up all defenses based on
16 the statute of limitations, any claim of pre-indictment delay, or any
17 speedy trial claim with respect to any such action, except to the
18 extent that such defenses existed as of the date of defendant's
19 signing this agreement.

20 c. Defendant agrees that: (i) any statements made by
21 defendant, under oath, at the guilty plea hearing (if such a hearing
22 occurred prior to the breach); (ii) the agreed to factual basis
23 statement in this agreement; and (iii) any evidence derived from such
24 statements, shall be admissible against defendant in any such action
25 against defendant, and defendant waives and gives up any claim under
26 the United States Constitution, any statute, Rule 410 of the Federal
27 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
28 Procedure, or any other federal rule, that the statements or any

1 evidence derived from the statements should be suppressed or are
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 26. Defendant understands that the Court and the United States
6 Probation and Pretrial Services Office are not parties to this
7 agreement and need not accept any of the USAO's sentencing
8 recommendations or the parties' agreements to facts or sentencing
9 factors.

10 27. Defendant understands that both defendant and the USAO are
11 free to: (a) supplement the facts by supplying relevant information
12 to the United States Probation and Pretrial Services Office and the
13 Court, (b) correct any and all factual misstatements relating to the
14 Court's Sentencing Guidelines calculations and determination of
15 sentence, and (c) argue on appeal and collateral review that the
16 Court's Sentencing Guidelines calculations and the sentence it
17 chooses to impose are not error. While this paragraph permits both
18 the USAO and defendant to submit full and complete factual
19 information to the United States Probation and Pretrial Services
20 Office and the Court, even if that factual information may be viewed
21 as inconsistent with the facts agreed to in this agreement, this
22 paragraph does not affect defendant's and the USAO's obligations not
23 to contest the facts agreed to in this agreement.

24 28. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to the
27 maximum established by statute, defendant cannot, for that reason,
28 withdraw defendant's guilty pleas, and defendant will remain bound to

fulfill all defendant's obligations under this agreement. Defendant understands that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a binding prediction or promise regarding the sentence defendant will receive, except that it will be within the statutory maximum.

NO ADDITIONAL AGREEMENTS

29. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorneyy

/s/ Reema M. El-Amamy

1/4/23

REEMA M. EL-AMAMY
Assistant United States Attorney

Date

RYAN SCOTT BRADFORD
Defendant

Date

JOHN TARGOWSKI
Attorney for Defendant BRADFORD

Date

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 29. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the USAO
9 and defendant or defendant's attorney, and that no additional
10 promise, understanding, or agreement may be entered into unless in a
11 writing signed by all parties or on the record in court.

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 30. The parties agree that this agreement will be considered
14 part of the record of defendant's guilty plea hearing as if the
15 entire agreement had been read into the record of the proceeding.

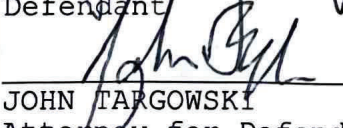
16 AGREED AND ACCEPTED

17 UNITED STATES ATTORNEY'S OFFICE
18 FOR THE CENTRAL DISTRICT OF
19 CALIFORNIA

20 E. MARTIN ESTRADA
United States Attorney

21 _____
22 REEMA M. EL-AMAMY
Assistant United States Attorney

23 
24 RYAN SCOTT BRADFORD
Defendant

25 
26 JOHN TARGOWSKI
Attorney for Defendant RYAN SCOTT
27 BRADFORD
28

Date

X 1/4/24

Date

1/4/24

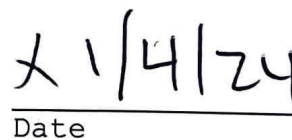
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



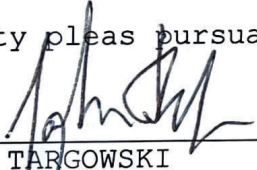
RYAN SCOTT BRADFORD
Defendant



Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am RYAN SCOTT BRADFORD's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.



JOHN TARGOWSKI
Attorney for Defendant RYAN SCOTT
BRADFORD

1-4-24

Date